

OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Fleishman-Hillard Inc. 200 North Broadway St. Louis, MO 63102	2. Registration No. 5801
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3. Name of Foreign Principal Embassy of Denmark	4. Principal Address of Foreign Principal 3200 Whitehaven Street, NW Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Ministry of Foreign Affairs of Denmark

b) Name and title of official with whom registrant deals

Pernille Florin Elbech, Senior Public Diplomacy & Press Attache

7. If the foreign principal is a foreign political party, state: Not applicable.

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party: Not applicable.

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

Not applicable.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
7/25/16	William B. Winkeler, Corporate Controller	William B. Winkeler

OMB No. 1124-0004; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Fleishman-Hillard Inc.

2. Registration No.

5801

3. Name of Foreign Principal

Embassy of Denmark

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Fleishman-Hillard Inc. will provide communications services to the Embassy of Denmark in connection with a trade delegation trip scheduled for September 2016. The services to be provided may include developing sector-specific media lists, assistance with developing pitches for identified sectors, coordinating pre-briefings with reporters, coordinating with the Embassy, and other communications services agreed to by the Parties. Although the agreement is effective as of July 1, 2016, the agreement was not signed until July 15, 2016, and work pursuant to the agreement will not commence until August 2016.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As described above, Registrant's services to the foreign principal will include communications services on behalf of the foreign principal. Such services may include developing sector-specific media lists, assistance with developing pitches for identified sectors, coordinating pre-briefings with reporters, coordinating with the Embassy, and other communications services agreed to by the Parties.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ * No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See response to Item 8 above. Registrant's role will be to provide communications services to the Foreign Principal in connection with the trade delegation trip. Such services may include advising the Foreign Principal regarding messaging and outreach related to the trade delegation trip. The Foreign Principal may or may not use Registrant's advice for political activity purposes, as defined in Section 1(o) of the Act.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
7/25/16	William B. Winkler, Corporate Controller	<i>William B. Winkler</i>

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

COMMUNICATIONS SERVICES AGREEMENT

This Communications Services Agreement ("Agreement"), effective as of July 1, 2016__ ("Effective Date"), is made and entered into by and between Fleishman-Hillard Inc., a Delaware corporation using the trademark FleishmanHillard ("FH" or "we") and __Embassy of Denmark__, a _____ corporation ("Client" or "you"). For good and valuable consideration, FH and Client agree as follows:

1. Scope of Services:

FH is experienced in providing the full array of communication services, including but not limited to public relations, public affairs, reputation management, crisis communications expertise, marketing, research, paid media, transmedia, social media listening and content creation, and other communications services and offerings. FH will provide Client with the services ("Services") described in the Scope of Work ("SOW") attached as Exhibit A and made a part of this Agreement. Any additional services, projects, and related budgets agreed to by the parties will be set forth in additional SOWs generally in the form of Exhibit A, dated or sequentially numbered, and signed by both parties. Such signed SOWs will be governed by and become part of this Agreement. Any change in the terms and conditions of this Agreement or any SOW shall be mutually agreed upon in writing signed by both parties prior to effecting those changes.

2. Performance Review:

FH is committed to serving you and helping you to achieve your desired results. We encourage you to review regularly with us any and all comments and suggestions you may have about our performance, and we will meet with you as frequently as you reasonably request to review status and Services.

3. Commitment to Confidentiality and Client Relationship Integrity:

FH is a service company that offers our clients communications consulting across a wide array of practices and industries. Like other global agencies, FH often works for more than one company in any one industry sector. We understand that clients need assurances that their confidential information will be protected and that our work for multiple companies within an industry sector will not hinder our ability to provide effective representation. We are committed to providing you with excellent service.

- a. FH agrees that protecting your confidential information is an ethical and contractual obligation. We will treat your confidential information with the same care as we treat our own consistent with commercially reasonable precautions.
- b. FH has a culture of integrity and a technology infrastructure that helps us adhere to our confidentiality obligations. Our employees are informed of the integral role they play in protecting client confidential information, and they sign agreements stating that personal use or unauthorized disclosure of client confidential information is grounds for termination of employment and possible legal action.
- c. During this Agreement, FH or Client (each, a "Discloser") may directly or through representatives disclose to the other party (each, a "Recipient") non-public information of Discloser such as financial, strategic, business or proprietary information including information about services, products, rates, pricing, discounts, technologies, policies, processes, employees, customers, or vendors, or other information that is identified as confidential at the time of disclosure to Recipient or that a reasonable person would consider, from the nature of the information and circumstances of disclosure, is confidential to Discloser (collectively, "Confidential Information"). Recipient will keep confidential Discloser's Confidential Information with commercially reasonable precautions and at least the same level of care as the Recipient treats its own Confidential Information, and will use such information only as necessary to perform this Agreement. Recipient will limit the use of, and access to, Discloser's Confidential Information to Recipient's employees and contractors who have a need to know the information to perform or to support this Agreement and who have confidentiality obligations to Recipient that apply to Discloser's Confidential Information consistent with the requirements herein. Recipient will have no obligation of confidentiality with respect to Confidential Information that: (i) was known to Recipient without any obligation of confidentiality prior to receipt from Discloser; (ii) is or becomes publicly available without Recipient's breach of this Agreement; or (iii) is developed

by or for Recipient without use of Discloser's Confidential Information. If Recipient is required to disclose Discloser's Confidential Information pursuant to law or valid legal process (e.g., court order, subpoena, warrant, etc.), Recipient may do so in order to comply with legal process and to avoid sanctions or penalties, but will, where legally permitted, provide Discloser with prior notice, so that Discloser may seek a protective order or other defense to disclosure. Recipient will reasonably cooperate with Discloser's defense efforts.

- d. Client agrees that FH shall have the right, without obtaining Client's prior approval, to use any and all non-confidential Client information or property following their publication to promote and market FH and FH's services to third parties, including submitting such Client information or property to industry award competitions, shows, or promotions and posting them on FH's website.

4. Care of Property:

FH will take reasonable precautions to safeguard your property in FH custody, but FH will not be liable for damage to your property unless the damage results from our gross negligence in connection with its care. FH will not be liable for damage to property that is in the custody or control of any third party.

5. Ownership and Rights:

Upon payment by Client to FH for all fees, costs and expenses due under this Agreement, FH will transfer to Client FH's rights, title and interest in and to the materials produced or authored by FH and delivered to Client under this Agreement ("Materials"). The Materials shall be considered a "work made for hire" as that term is defined in the Copyright Revision Act of 1976, 17 U.S.C. §101 et seq. and the copyright therein shall be owned by Client, worldwide, for all purposes. To the extent that all or any part of the Materials does not qualify as a "work made for hire" under applicable law, subject to payment of all sums due and owing to FH in accordance with the terms hereof, FH hereby assigns to Client FH's right, title and interest therein without further action required by the parties. All of the foregoing provisions in this Section 5 are subject to the following limitations:

- a. FH retains all of its rights, title and interest in and to (including, without limitation, the unlimited right to use) "FH Property," which includes (i) all materials owned by or licensed to FH prior to, or separately from, the performance of the Services under this Agreement or any SOW, and all modifications, improvements and enhancements thereof, and (ii) all generic, client agnostic, or proprietary information, ideas, concepts, methodologies, templates, "Software" as defined below, processes or procedures used, created or developed by FH in the general conduct of its business, regardless of whether such FH Property is used by FH for Client's benefit, or made available by FH for use by Client. For purposes herein, "Software" means software applications, databases, computer programs, code (including source code and object code for programming), and executable code. To the extent that FH Property is incorporated in the Materials produced for Client hereunder, FH hereby grants to Client a non-exclusive, perpetual, worldwide, royalty-free license to use such FH Property (except Software) solely as incorporated in and for the use of the Materials; and unless otherwise agreed to in writing signed by the Parties, Software may not be used by Client after the term of this Agreement.
- b. Unless otherwise agreed to in writing by FH and Client, FH retains all rights in (i) "Created Works," which term means all ideas, concepts and strategies, including any Works relating to those ideas, concepts and strategies, whether created by FH or any third party for FH, which are created and developed for Client but not formally presented to Client or transferred to Client as part of the Materials, and (ii) "Draft Works" defined to mean all ideas, concepts and strategies, including any Works relating to those ideas, concepts and strategies, whether created by FH or any third party for FH, which are created and developed for Client and are formally presented to Client in draft form in response to a brief in respect of a project, but are not paid for and acquired as Materials by Client under this Agreement.
- c. Notwithstanding the foregoing, all property that would be considered Materials but that was developed or created by anyone other than FH, including any open source software or code ("Third-Party Property") shall remain the sole and exclusive property of such third parties, and Client agrees

to use such Third-Party Property consistent with the restrictions for such Third-Party Property communicated to Client in writing.

6. Audit:

During the term of this Agreement, Client may designate a certified public accounting firm ("Auditor") to audit this Agreement as stated herein, provided such Auditor complies with professional standards of its industry, and further provided that Auditor is neither (i) compensated on a contingency (e.g., percentage of recovery) basis, nor (ii) providing cost consulting services to Client. Auditor may inspect, at the FH office where such items are located, the billing records relating to time entry, out-of-pocket expenses, and billed third-party charges directly related to Services under this Agreement. Auditor may inspect such materials during FH's normal business hours in a manner so as not to unreasonably disrupt FH's conduct of its business, upon five (5) business days' prior written notice. FH has the right reasonably to approve Client's choice of Auditor. Auditor must agree to permit FH to review and comment upon a draft audit report prior to the report being presented to Client. The audit shall not include, and in no event shall Client or its Auditor have access to, individual payroll and personnel files; any information relating to FH's other clients; any of FH's overhead costs, other internal FH costs, non-billable expenses, or related information; non-disclosed media sales; any information subject to restrictions in third-party contracts, or other confidentiality or privacy restrictions. In addition, Client agrees to pay to FH all costs and expenses (including reasonable attorneys' fees) incurred by or charged to FH arising from any third-party audits or investigation of Client or the acts or practices of Client including, without limitation, any costs and expenses related to compliance with any third-party subpoena or other discovery request.

7. Approvals, Accuracy of Information and Indemnification:

- a. Client shall be responsible for the accuracy, completeness and propriety of information concerning Client's organization, products, services and Client's competitors' products and services, and for the rights, licenses and permissions to use, and for the accuracy and propriety of, material furnished to FH by Client or on Client's behalf in the performance of this Agreement. Without limiting the foregoing, Client will indemnify, defend and hold FH harmless from and against any loss, cost, liability, damage, including reasonable attorneys' fees and costs, and all related expenses (collectively, "Loss") resulting from any allegation, claim, suit or proceeding (threatened or otherwise) ("Claims") made or brought by a third party against FH based upon or arising out of: (i) Client's negligence or breach of any of Client's representations, warranties, covenants or obligations set forth in this Agreement or any applicable SOW; (ii) Client's actions, practices, products or services; (iii) a misrepresentation of the effectiveness, nature, quality or content of Client's or Client's competitors' products or services; (iv) Client's provision of inaccurate or incomplete information to FH or Client's provision of materials; (v) any advertising claims in connection with Client's products or services or references to its competitors approved prior to release by Client or any other materials provided by Client to FH pursuant to this Agreement; (vi) risks that FH has brought to Client's attention in writing where Client has elected to proceed; (vii) intellectual property and other materials that Client has approved or provided to FH for use under this Agreement; and (viii) Client's negligence or willful misconduct.
- b. FH will indemnify and defend Client against any and all Losses resulting from any Claim made or brought against Client for FH's negligence or breach by FH of any of FH's representations, warranties or covenants set forth in this Agreement.
- c. The foregoing indemnification provisions in favor of you and us extend to and cover your and our respective officers, directors, agents, and employees, successors and assigns.
- d. Notwithstanding Sections 7.a,b, and c above, if, pursuant to this Agreement or any applicable SOW, FH creates or provides logos, slogans, trademarks, designs, service marks or other trademarkable items ("Proposed Trademarks") or patents or patentable items or processes ("Proposed Patents"), or provides Services or Materials that include Proposed Trademarks or Proposed Patents, FH will not be responsible for assessing the availability of any such Proposed Trademark or Proposed Patent for usage.

- i. Client will either (1) have FH engage a law firm to perform a trademark search and to provide a legal opinion analyzing the availability of, and potential conflicts for use of, such Proposed Trademark ("Trademark Legal Opinion"); or (2) Client will obtain its own Trademark searches and Trademark Legal Opinion. In either case, Client will pay all fees, charges, and costs (including but not limited to Trademark search services and legal counsel engaged by FH or by Client on such matters).
- ii. Client will be responsible for obtaining clearance searches and legal opinions related to the Proposed Patents ("Patent Legal Opinion"). FH shall not be liable to or indemnify Client for any Losses arising from the results or outcomes of the searches related to Proposed Trademark or Proposed Patent, the related Trademark or Patent Legal Opinions, Client's reliance on such searches or legal opinions, or Client's use of any Proposed Trademarks or Proposed Patents.
- iii. Should Client desire to register any Proposed Trademarks or Proposed Patents, Client represents that it will engage its own legal counsel to do so and Client shall be responsible for all costs and undertakings in connection with such registration with federal, state or foreign agencies.

8. Outside Experts and Other Third Parties:

FH may access and use expertise from other FH offices, affiliates, or subsidiaries in the FH network; and unless otherwise agreed to in an SOW or other writing signed by both parties, such fees and costs will be billed by FH to Client at the professional rates in effect in those offices at the time services are rendered. In addition, it may be appropriate in the course of our performance under this Agreement or any SOW for FH to work with outside experts and other third parties hired by Client or engaged by FH at Client's direction, request, or authorization. Client agrees to pay the fees and expenses incurred by such outside experts and third parties, and FH shall not be liable to you in any way for the acts or omissions of such outside experts or third parties engaged by Client or engaged at Client's request.

9. Fees, Disbursements and Other Charges:

FH understands the need to manage and control costs, while providing responsive, effective, and quality service to Client. Exhibit A sets forth the description of services, as well as the fees, costs, and expenses associated with such services. Client agrees to make payment to FH in accordance with this Agreement and the terms set forth in Exhibit A. Fees and costs set forth herein may be amended by mutual written agreement of the parties (for the convenience of the parties, such mutual written agreement may be effected via e-mails exchanged by the parties).

- a. **Fees:** The initial estimated professional fee budget for the first year of Services under this Agreement will be \$ 25,000.00, which will be billed in two equal monthly installments of \$ 12,500.00. The fee budget may be increased or renewed via amendment or additional SOWs.
- b. **Costs and Expenses:** In addition to fees, FH will bill and Client agrees to pay the following costs and expenses incurred by FH in providing Services, including but not limited to long distance telephone, facsimile transmission, mail, messenger and delivery charges (e.g., FedEx, UPS, courier, etc.), data charges and information retrieval, travel expenses, transportation, meals, lodging, and third-party expenses described below. If you contract directly with any third-party vendors as needed or desired in connection with or in support of services under this Agreement, you will be billed directly by and will submit payment directly to such third parties. Should you choose to have us contract directly with any third parties, FH will bill and you agree to pay such third-party invoices together with our standard agency commission of 17.65 percent. In the event that you require us to purchase advertising on your behalf, FH will bill and you agree to pay the ad cost plus the industry standard 15 percent advertising commission on said ad buys. Contracts that we enter on your behalf with third-party vendors are based on the principle of sequential liability and state that if you do not pay us for all amounts owed to such vendors, then the vendors' sole recourse for payment is from you.

- c. **Budget Realignment:** The parties agree that if any SOW contains line item amounts or subtotals for service categories, hours, fees, costs and expenses, that such line item amounts or subtotals represent initial good faith estimates; however, actual circumstances may require redeployment or realignment of staff, resources, or budget dollars to accomplish the SOW or service objectives. Therefore, *provided that total fees, costs, and expenses do not exceed the aggregate amount set forth in any such SOW*, FH may redeploy or realign efforts, personnel resources, and budget line item amounts or subtotals, even if the fees, costs, and expenses actually billed for each line item or subtotal does not match the line item or subtotal estimates set forth in the applicable SOW.

10. Billing and Payment:

- a. We want you to be satisfied with the quality of our services and the reasonableness of our bills and are happy to discuss with you any questions or comments that you may have about fees, charges, or the format of bills. Our invoices are due and payable upon your receipt of them, but in no event more than thirty (30) days after your receipt thereof. We will bill on a monthly basis for fees, disbursements, and related charges incurred in the preceding month. In addition to third-party advance payment obligations set forth in Section 10.b below, we will pre-bill you at the beginning of any month for any costs or expenses in excess of \$5,000 that we know or reasonably foresee we will incur in such month. We will advise you of due dates for such payments, and you agree to pay to us such pre-billed expenses in advance of such due dates. FH shall have the right to purchase all third-party services and materials under the principle of sequential liability, where FH will be held liable for payments to media vendors and other suppliers only to the extent FH has been paid by Client (and such payments have fully cleared to FH) for such purchases. For amounts owing but not paid to FH, Client agrees that it will be held solely liable for such payments. FH has the right to confirm with media vendors and other vendors that they expressly agree to payment on such terms. FH's arrangements with vendors made on Client's behalf shall be in accordance with media rate cards or other standard or individual conditions and contracts, which shall be binding on Client. You agree that if within fifteen (15) days of receipt, you do not advise us of any dispute related to said invoice, the invoice will be deemed accepted by Client. While we make every effort to include all charges in the invoices for the period in which they were incurred, if costs are not available at the time of billing they will be included in a later invoice.
- b. **Advance Payment Obligations.** As part of the Services provided hereunder, FH may purchase advertising space, time and other media, directly or through a third-party media purchasing organization or may enter into third-party agreements for goods and services related to production, location, creative (including but not limited to videography, graphic arts, photography, music and digital arts), talent, media buying or as otherwise necessary to provide the Services. Frequently, such third-party vendors require payment in advance of services or delivery. Therefore, Client agrees that notwithstanding any other provisions of this Agreement, Client will pay FH in time for FH to meet the advance payment terms of such third-party vendors, and if appropriate, to earn advance payment pricing discounts offered by such third parties. Accordingly, FH will submit to Client invoices for estimated or quoted pricing from such third-party vendors, specifying payment due dates and Client will pay each such invoice on or before its due date. If pricing estimates or quotations that were invoiced are different from amounts actually incurred by such third-party vendors, then FH will reconcile the actual spending against the advance payments made and will periodically issue adjustment invoices that debit or credit to Client the applicable difference.

11. Non-Payment and Collection:

Failure to pay our invoices within thirty (30) days after the date of invoice may, at our discretion, result in suspension of any or all service to Client until payment is received, and may result in termination of the Agreement. We shall incur no liability of any kind to you for such suspension or termination. We reserve the right to charge interest up to 12 percent per annum on all amounts more than thirty (30) days outstanding. In the event that we must retain counsel or other services to enforce this Agreement or to recover any sum due, you shall be responsible for said costs and expenses, including reasonable attorneys' fees.

12. Force Majeure:

Neither party will be responsible for failure to perform due to causes beyond its reasonable control such as acts of God, fire, epidemics, theft, war, riot, embargoes, acts of civil or military authorities, or intervention by the federal, provincial, or local government. If performance under this Agreement is delayed or prevented by such contingencies, either party may request forbearance of performance and such party shall immediately notify the other party in writing. The party requesting forbearance shall be responsible for all out-of-pocket expenses resulting from such delay.

13. Limitation of Liability:

Subject to the provisions of Section 7(d)(ii), FH's total liability arising under this Agreement (whether via indemnification or otherwise) will be limited to the total amount paid to FH in professional fees (not including costs or expenses) under this Agreement including any valid SOW. Notwithstanding anything to the contrary contained in this Agreement, in no event shall FH be liable to Client for any punitive, incidental, consequential, lost profits, or other special damages in connection with any claim arising out of or related to this Agreement.

14. Term and Termination:

This Agreement will have an initial term of one year commencing on the Effective Date, and will thereafter automatically renew for successive one-year terms, unless terminated as provided herein. Either FH or Client may terminate this Agreement at any time, for any reason, by giving the other party at least fifteen (15) days' prior written notice specifying the effective date of termination. Client will remain liable for all fees, disbursements, and other charges incurred through the effective date of termination, as well as all amounts that FH must pay to third parties pursuant to non-cancelable agreements entered into in performance of this Agreement.

Provisions in this Agreement related to payment, confidentiality, indemnification, third-party contracts, waiver, interpretation, and survival of provisions (including but not limited to Sections 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, and 17) shall survive expiration or termination for any reason of this Agreement.

15. Hiring of FH Staff Members:

FH's most valued assets are our employees. We undertake a thorough recruitment process to find great practitioners who are highly focused on client service. We follow their hiring by investing heavily in their professional development and on-the-job training. When a client hires a staff member, it is important to recognize the lost value of these employees to the FH enterprise. Therefore, in the event that Client should hire any FH staff member who has provided services pursuant to this Agreement, to be an employee of, or a non-FH consultant of, Client or its affiliates, during the term of this Agreement and for six months thereafter, Client will pay FH two times the then current FH yearly base salary of any such staff member. FH and Client agree that this figure represents fair compensation to FH for the loss of an employee's experience and revenues and the costs of recruiting and training a replacement employee.

16. Remedies:

Each party agrees that in the event of any breach or threatened breach of this Agreement, in addition to any other remedies at law or in equity it may have, it shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance.

17. Miscellaneous:

This Agreement (i) may not be assigned by either party without prior written consent of the other party, except however, FH may in its discretion delegate certain services to individual freelancers or independent contractors so long as such individuals have appropriate skills and experience to perform the services, and so long as FH remains responsible to Client for completion of such services; (ii) shall bind and benefit each of us and our respective permitted successors or assigns; (iii) supersedes any previous agreements, understandings, or discussions with respect to its subject matter; and (iv) shall be governed and construed under the laws of the State of Missouri and exclusive venue shall be in the state courts in

St. Louis County Missouri, or the federal courts in St. Louis City Missouri. Failure by either party to exercise its rights under this Agreement or to fail to require strict performance of any part of the Agreement, shall not constitute a waiver of those rights or provisions, which shall remain in full force and effect. Notice under this Agreement shall be given in writing either by personal delivery, facsimile (with confirmation of receipt), certified mail, or independent, guaranteed overnight delivery, addressed in case of notice to us at: Fleishman-Hillard Inc., 200 N. Broadway, St. Louis, Missouri, 63102, Attention: Frederic L. Rohlifing, Executive Vice President and CFO; and in case of notice to Client to the name and at the address set forth below.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

FLEISHMAN HILLARD INC.

By: 

name:

title:

Elizabeth Cook

Senior Vice President

?

Partner

[Client]

By: 

name: NIELS HELTBERG

title: MINISTER COUNSELOR

EMBASSY OF DENMARK

Address: 3200 WHITEHAVEN STREET, NW

WASHINGTON DC 20008

EXHIBIT A

This Exhibit A is incorporated into, governed by and made part of the attached Communications Services Agreement between Client and FH, effective as of July 1, 2016; and unless otherwise defined herein, all capitalized terms in this Exhibit A have the same meanings as defined in the attached Agreement.

Scope of Work and Budget (Including Fees and Costs)

Scope:

- Develop sector-specific media lists
- Develop pitches on each sector: pharma, food and agriculture, maritime, and renewable energy/green economy
- Offer and coordinate pre-briefings with 3-5 select reporters
- Bi-weekly coordination calls

With this scope, we will be able to arm the Embassy of Denmark with all the materials needed for a successful outreach effort including a comprehensive and targeted media list that features the most relevant media contacts, as well as compelling pitch language for the Embassy to share with reporters.

Term:

2 months of work between August-September for a total budget of \$25,000.00 which will be billed in two equal installments of \$12,500.00